

# Electronically Recorded

Official Public Records

Tarrant County Texas

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3 Pages

*Suzanne Henderson*

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## FIRST AMENDMENT TO OIL AND GAS LEASE TO CORRECT EFFECTIVE DATE OF LEASE

**State (situs of land):** Texas  
**County (situs of land):** Tarrant  
**Lessor:** Investment Properties, Ltd., A Texas Limited Partnership  
**Lessor's Address:** P. O. Box 7608, San Antonio, Texas 78207  
**Lessee:** XTO Energy, Inc.  
**Lessee's Address:** 810 Houston Street, Fort Worth, Texas 76102  
**Date Executed:** By Lessor and Lessee as of the date of the acknowledgment of their respective signatures  
**Effective Date:** October 2, 2008

Lessee, named above, is the present owner and holder of the Oil and Gas Lease (the "Lease"), dated October 2, 2008, from Lessor named above, recorded by Document No. D208390230 of the Official Public Records of the County and State named above.

At the time that the Lease was entered into, in the attached Exhibit "A", Paragraph 27, provides that July 1, 2008 is the Effective Date of the Lease, and Paragraph 30 provides that July 15, 2008 is the Effective date of the Lease.

Since the execution, delivery and filing of the Lease of record in the Official Public Records of the County and State named above, the Lessor and Lessee have discovered the errors in Exhibit "A" attached to the Lease, to wit, Paragraph 27, provides that July 1, 2008 is the Effective Date of the Lease, and Paragraph 30 provides that July 15, 2008 is the Effective date of the Lease, both dates are in error, as it was the intent of the Lessor and Lessee that the Effective Date of the Lease was to be and is October 2, 2008.

It is the desire of the Lessor and Lessee to amend the Lease to correct the Effective Date in the Lease to accurately provide for the Effective Date.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby agree to amend the Lease as follows:

1) Paragraphs 27 and 30 of Exhibit "A" attached to the Lease are hereby deleted in their entirety.

2) The above Paragraphs 27 and 30 are deleted in their entirety and the following paragraph is added and replaces Paragraph 27 of the Lease, which is amended to read as follows:

"27. This Lease is executed and acknowledged in duplicate originals by Lessor and Lessee on the date of the acknowledgment of Lessor's and Lessee's signatures, but effective as of the 2<sup>nd</sup> day of October, 2008, the Effective Date."

3) Lessor and Lessee hereby adopt, ratify and confirm the Lease as to all of the terms and provisions therein, as amended by this First Amendment of Oil and Gas Lease, and for the same consideration, Lessor does hereby lease, grant, devise, and let the lands covered by the Lease, as amended by this First Amendment of Oil and Gas Lease, unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended hereby.

4) Except as amended by this First Amendment of Oil and Gas Lease, the Lease is and remains in full force and effect as originally written.

5) If the amendments, set out above, vary from a provision(s) or term(s) already existing in the Lease, the amending provisions specifically supersede the provision or term(s) originally contained in the Lease.

6) This Amendment may be executed in multiple counterparts. When executed, a counterpart shall be binding on the party signing it, regardless of whether the other party executes this First Amendment.

7) This First Amendment is signed by the Lessor and Lessee as of the date of the acknowledgment of their respective signatures, but is effective for all purposes as of October 2, 2008, the Effective Date.

8) This Agreement is binding for all purposes on the Lessor's and Lessee's respective successors and assigns.

LESSOR:

AFTER RECORDING  
RETURN TO:

XTO Energy, Inc.  
Attn: Keith R. Sawyer  
810 Houston Street  
Fort Worth, Texas 76102

INVESTMENT PROPERTIES, LTD. *92*

By: Proper Investment, LLC

Its: Sole General Partner

By:

  
Brian Weiner, Its President

LESSEE:

XTO ENERGY, INC. *ERS*

By:

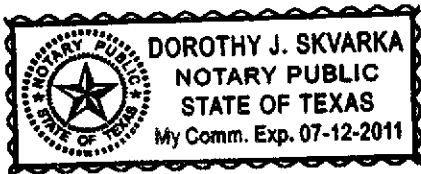
  
Edwin S. Ryan, Jr.

Its: Sr. Vice President—Land Administration

### ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 2008, by Brian Weiner, as President of Proper Investment, LLC, Sole Partner of Investment Properties, Ltd., on behalf of said Corporation.

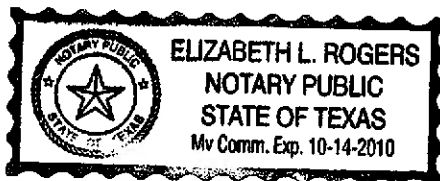


Dorothy J. Skvarka  
Notary Public in and for the State of Texas  
Printed Name: Dorothy J. Skvarka  
My Commission Expires: 7-12-2011

### ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of December, 2008, Edwin S. Ryan, Jr., Sr. Vice President—Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said Corporation.



Elizabeth L. Rogers  
Notary Public in and for the State of Texas  
Printed Name: Elizabeth L. Rogers  
My Commission Expires: 10/14/10